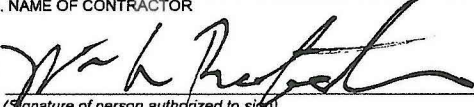



<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 71	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-S2-14-01				3. EFFECTIVE DATE 07/01/2014		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Region 2 US Environmental Protection Agency Contracts Management Branch 290 Broadway - 27th Floor New York NY 10007-1866		CODE R2		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  WESTON SOLUTIONS, INC. Attn: Richard Craig 1400 WESTON WAY WEST CHESTER PA 193801492				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM 12	
CODE 044519429		FACILITY CODE		11. SHIP TO/MARK FOR Helen Eng US Environmental Protection Agency 290 Broadway 18th Floor New York NY 10007		12. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711	
CODE		CODE		CODE		CODE RTP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
15G. TOTAL AMOUNT OF CONTRACT				\$21,644,013.00			
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	64-70
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6-13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	14	X	J	LIST OF ATTACHMENTS	71
X	D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	16-17		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	18-19		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	20-34		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	35-63				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-R2-13-00003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) William L. Robertson, President & CEO				20A. NAME OF CONTRACTING OFFICER Jeannie Tung			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 6/27/2014		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 6/27/14	
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-S2-14-01

PAGE OF  
2 71

NAME OF OFFEROR OR CONTRACTOR  
WESTON SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 044519429 REMOVAL SUPPORT TEAM 3 (RST-3) CONTRACT FOR EPA REGION 2 Max Expire Date: 06/30/2019 FOB: Destination Period of Performance: 07/01/2014 to 06/30/2017				

## TABLE OF CONTENTS

<b>SECTION B - Supplies or Services/Prices.....</b>	<b>6</b>
<b>B-1 TYPE OF CONTRACT .....</b>	<b>6</b>
<b>B-2 CORE RESPONSE TEAM – ANNUAL FIXED PRICE TASK ORDER.....</b>	<b>6</b>
<b>B-3 MOBILIZATION .....</b>	<b>8</b>
<b>B-4 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT .....</b>	<b>8</b>
<b>B-5 COST REIMBURSEMENT PORTION - OTHER DIRECT COSTS.....</b>	<b>9</b>
<b>B-6 LOCAL CLAUSES EPA-B-32-101 LIMITATION OF FUNDS NOTICE .....</b>	<b>11</b>
<b>B-7 LOCAL CLAUSES EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION .....</b>	<b>12</b>
<b>B-8 LOCAL CLAUSES EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS .....</b>	<b>13</b>
<b>B-9 ADJUSTMENTS TO FIXED PRICE CONTRACT LINE ITEM NUMBERS (CLINS) .....</b>	<b>13</b>
<b>B-10 NEGOTIATION OF ADDITIONAL FIXED RATES .....</b>	<b>13</b>
<b>B-11 INCREASED CAPACITY POOL .....</b>	<b>13</b>
<b>SECTION C - Description/Specifications.....</b>	<b>14</b>
<b>C-1 LOCAL CLAUSES EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS .....</b>	<b>14</b>
<b>C-2 LOCAL CLAUSES EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL .....</b>	<b>14</b>
<b>C-3 LOCAL CLAUSES EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN .....</b>	<b>14</b>
<b>C-4 INCORPORATION OF CONTRACTOR'S COST PROPOSAL AND PLANS .....</b>	<b>14</b>
<b>SECTION D - Packaging and Marking.....</b>	<b>15</b>
<b>SECTION E - Inspection and Acceptance.....</b>	<b>16</b>
<b>E-1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>16</b>
<b>E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999).....</b>	<b>16</b>
<b>SECTION F - Deliveries or Performance.....</b>	<b>18</b>
<b>F-1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>18</b>
<b>F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000).....</b>	<b>18</b>
<b>F-3 LOCAL CLAUSES EPA-F-12-101 PERIOD OF PERFORMANCE .....</b>	<b>18</b>
<b>F-4 WORKING FILES (EPAAR 1552.211-75) (APR 1984).....</b>	<b>18</b>
<b>F-5 ELECTRONIC DATA DELIVERABLE (EDD) REQUIRMENTS .....</b>	<b>18</b>
<b>F-6 LABORATORY ACCREDITATION/CERTIFICATION REQUIRMENTS .....</b>	<b>18</b>
<b>F-7 REPORT OF SUBSTITUTION OF FULLY DEDICATED CORE RESPONSE TEAM MEMBERS .....</b>	<b>19</b>
<b>SECTION G - Contract Administration Data .....</b>	<b>20</b>
<b>G-1 ORDERING BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984).....</b>	<b>20</b>
<b>G-2 TECHNICAL DIRECTION DOCUMENTS.....</b>	<b>20</b>
<b>G-3 SITE SPECIFIC INVOICING INSTRUCTIONS .....</b>	<b>22</b>
<b>G-4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) ALTERNATE 1 (JUN 1996) DEVIATION .....</b>	<b>22</b>
<b>G-5 LOCAL CLAUSES EPA-G-32-101 ADDITIONAL INVOICING INSTRUCTIONS – OIL REMOVAL ACTIVITIES.....</b>	<b>23</b>
<b>G-6 PAYMENTS FOR FIXED PRICE CLIN .....</b>	<b>24</b>
<b>G-7 PAYMENTS – FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000) DEVIATION.....</b>	<b>24</b>
<b>G-8 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION .....</b>	<b>26</b>
<b>G-9 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000).....</b>	<b>27</b>
<b>G-10 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984) .....</b>	<b>28</b>
<b>G-11 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES .....</b>	<b>29</b>
<b>G-12 EPA 1552.245-70 GOVERNMENT PROPERTY (SEP 2009) .....</b>	<b>29</b>
<b>G-13 EPA 1552.245-71 GOVERNMENT-FURNISHED DATA (SEP 2009) .....</b>	<b>34</b>
<b>G-14 LOCAL CLAUSES EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR .....</b>	<b>34</b>

<b>SECTION H - Special Contract Requirements .....</b>	<b>35</b>
<b>H-1 EPA 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (AUG 2000).....</b>	<b>35</b>
<b>H-2 1552-211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JAN 2012).....</b>	<b>35</b>
<b>H-3 EPA 1552.208-70 PRINTING (SEP 2012).....</b>	<b>36</b>
<b>H-4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 1994) .....</b>	<b>37</b>
<b>H-5 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994).....</b>	<b>38</b>
<b>H-6 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING (APR 2004) ALTERNATE II (START) (APR 2004) DEVIATION .....</b>	<b>38</b>
<b>H-7 EPAAR 1552.216-77 AWARD TERM INCENTIVE (FEB 2008) .....</b>	<b>40</b>
<b>H-8 EPAAR 1552.216-78 AWARD TERM INCENTIVE PLAN (FEB 2008).....</b>	<b>41</b>
<b>H-9 EPAAR 1552.216-79 AWARD TERM AVAILABILITY OF FUNDS (FEB 2008).....</b>	<b>41</b>
<b>H-10 EPA 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994) .....</b>	<b>41</b>
<b>H-11 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1984) .....</b>	<b>42</b>
<b>H-12 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984).....</b>	<b>43</b>
<b>H-13 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996).....</b>	<b>43</b>
<b>H-14 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996) .....</b>	<b>44</b>
<b>H-15 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA). (APR 1996) .....</b>	<b>44</b>
<b>H-16 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (DEC 1997) .....</b>	<b>45</b>
<b>H-17 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (DEC 1997) .....</b>	<b>46</b>
<b>H-18 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996).....</b>	<b>47</b>
<b>H-19 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000) .....</b>	<b>48</b>
<b>H-20 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) .....</b>	<b>48</b>
<b>H-21 EPAAR 1552.237-74 PUBLICITY (APR 1984) .....</b>	<b>49</b>
<b>H-22 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984) .....</b>	<b>49</b>
<b>H-23 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS (JUN 1999).....</b>	<b>49</b>
<b>H-24 CONTRACTOR PERFORMANCE MEETINGS .....</b>	<b>51</b>
<b>H-25 LOCAL CLAUSES EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES .....</b>	<b>51</b>
<b>H-26 LOCAL CLAUSES EPA-H-07-101 PUBLIC COMMUNICATION.....</b>	<b>52</b>
<b>H-27 LOCAL CLAUSES EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST .....</b>	<b>52</b>
<b>H-28 LOCAL CLAUSES EPA-H-09-102 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS .....</b>	<b>53</b>
<b>H-29 ORDERING WORK.....</b>	<b>54</b>
<b>H-30 LOCAL CLAUSES EPA-H-09-105 TECHNICAL DIRECTION DOCUMENT CONFLICT OF INTEREST NOTIFICATION.....</b>	<b>55</b>
<b>H-31 LOCAL CLAUSES EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION .....</b>	<b>55</b>
<b>H-32 LOCAL CLAUSES EPA-H-09-109 EPA REGIONAL CROSSOVER.....</b>	<b>55</b>
<b>H-33 LOCAL CLAUSES EPA-H-11-101 HEALTH AND SAFETY .....</b>	<b>56</b>
<b>H-34 LOCAL CLAUSES EPA-H-11-103 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT .....</b>	<b>56</b>

<b>H-35 LOCAL CLAUSES EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT .....</b>	<b>57</b>
<b>H-36 LOCAL CLAUSES EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES .....</b>	<b>57</b>
<b>H-37 LOCAL CLAUSES EPA-H-25-101 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS .....</b>	<b>57</b>
<b>H-38 DATA .....</b>	<b>57</b>
<b>H-39 LOCAL CLAUSES EPA-H-27-102 CONFIDENTIALITY OF INFORMATION .....</b>	<b>58</b>
<b>H-40 LOCAL CLAUSES EPA-H-28-101 INTERNATIONAL INSURANCE .....</b>	<b>58</b>
<b>H-41 LOCAL CLAUSES EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS .....</b>	<b>58</b>
<b>H-42 LOCAL CLAUSES EPA-H-28-103 SUBMISSION OF 3RD PARTY INSURANCE CERTIFICATES .....</b>	<b>58</b>
<b>H-43 LOCAL CLAUSES EPA-H-31-102 FINAL RECONCILIATION OF COSTS .....</b>	<b>59</b>
<b>H-44 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING .....</b>	<b>59</b>
<b>H-45 LOCAL CLAUSES EPA-H-37-101 EXPERT TESTIMONY .....</b>	<b>59</b>
<b>H-46 LOCAL CLAUSES EPA-H-42-101 ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS .....</b>	<b>60</b>
<b>H-47 LOCAL CLAUSES EPA-H-44-102 IDENTIFICATION OF SUBCONTRACTORS .....</b>	<b>60</b>
<b>H-48 LOCAL CLAUSES EP-H-45-101 RIGHTS OF WAY LAND EASEMENT .....</b>	<b>61</b>
<b>H-49 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS) .....</b>	<b>61</b>
<b>H-50 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORTING REQUIREMENTS .....</b>	<b>61</b>
<b>SECTION I - Contract Clauses .....</b>	<b>64</b>
<b>I-1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>64</b>
<b>I-2 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013) .....</b>	<b>66</b>
<b>I-3 FAR 52.216-18 ORDERING (OCT 1995) .....</b>	<b>66</b>
<b>I-4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995) .....</b>	<b>67</b>
<b>I-5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) .....</b>	<b>67</b>
<b>I-6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....</b>	<b>67</b>
<b>I-7 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008) .....</b>	<b>68</b>
<b>I-8 FAR 52.244-2 SUBCONTRACTS (OCT 2010) .....</b>	<b>68</b>
<b>I-9 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998) .....</b>	<b>70</b>
<b>I-10 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984) .....</b>	<b>70</b>
<b>SECTION J - List of Documents, Exhibits and Other Attachments .....</b>	<b>71</b>
<b>J-1 LOCAL CLAUSES EPA-J-52-101 LIST OF ATTACHMENTS .....</b>	<b>71</b>

## **SECTION B - Supplies or Services/Prices**

### **B-1 TYPE OF CONTRACT**

As stated in section “L” FAR Clause 52.216-1, the Government contemplates award of a hybrid Fixed Price/Fixed Rate Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with cost reimbursement elements for other direct costs. The contract will have a 36 month base period plus one 24 month Award Term, if earned, for a maximum potential period of performance of five (5) years.

A fixed price task order (TO) will be issued each contract year to provide for the Core Response Team (CRT). TOs may also be issued on a fixed rate basis for non-CRT work staffed by contractor personnel. The contractor will be reimbursed for non-CRT work at the fully loaded fixed rates listed in the **FIXED RATES FOR SERVICES INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT** clause. The contractor will be reimbursed for site specific travel, subcontract and other direct costs on a cost reimbursement basis.

### **B-2 CORE RESPONSE TEAM – ANNUAL FIXED PRICE TASK ORDER**

In accordance with the Performance Work Statement (PWS) the CRT shall maintain a 24 hour, seven-days a week, year round response capability to respond to EPA’s need on a regional, back up regional, cross regional national and international response basis. The CRT shall be comprised of nineteen (19) members having the qualifications and experience listed in Attachment 3, Personnel qualifications. Fifteen (15) of the 19 CRT members shall be dedicated to field work, two of which will be located in Puerto Rico. The remaining members shall provide management and technical support to the CRT. **The “CRT Staffing Plan and Fixed Price” are incorporated into the contract (See Attachment #2 entitled, Price Schedule).**

The fixed price shall include all costs associated with the support and readiness of the CRT. It is inclusive of the following costs:

#### **Personnel/Contract Administration**

- A. direct labor, fringe, overhead and profit
- B. 24 hour a day, 7 day a week emergency response capability and hot line for receipt of TO’s or technical Direction Documents (TDD’s) and deployment of contractor resources
- C. background checks and drug screening for all employees working under the contract
- D. office expenses to support the contract
- E. costs related to the management and administration of the contract, including post award conference, status, scope and performance meetings with EPA
- F. conflict of interest screening
- G. all pertinent insurance requirements
- H. quality assurance program
- I. report preparation, including monthly progress reports and invoicing, but not including trip letter or other technical reports ordered under specific TDD’s
- J. health and safety training for all personnel engaged in performing the PWS
- K. medical monitoring for all field personnel engaged in performance of the PWS
- L. all mobilization/demobilizations costs associated with the contract
- M. record retention and closeout activities

#### **Equipment/Supplies**

- A. levels of personal protective equipment as defined in 29 CFR 1910-120
- B. computer program tracking system including software for tracking TO’s/TDD’s and related financial data
- C. laptop or other computer devices with internet access, and the cost of internet access

- D. communication equipment: cellular/satellite phones including equipment and air time; PDA's hand held 2-way radios for communication between CRT members and with EPA personnel. A minimum of 8 radios are required.
- E. sampling tools (stainless steel pails, pans, trowels, calawasi tubes, sample pumps sludge judge, bailers, etc.)
- F. field tools (shovels, brooms, brushes, axes, spades, sample pans, lights, etc.)
- G. full face respirators, half face respirators, hard hat, safety glasses, ear plugs
- H. any equipment required to provide oil, grease or any materials necessary for the operation of equipment listed in the fixed equipment rates
- I. hand tools (hammers, wrenches, levels, etc., including non-sparking; drum/barrel carts, pallet jack, wheel barrow)
- J. chain, rope
- K. portable eye wash
- L. saws; hand or electrical (chain, cut band, circular, etc.) machetes
- M. maintenance/service of contractor owned/leased vehicles
- N. metal detector
- O. one pH meter, one conductivity meter, one ORP meter thermometer
- P. field personnel decontamination station, including decontamination tent
- Q. hoses, hose nozzle or head, sprinklers
- R. SCBA's including face-mask and bottles, additional SCBA tanks, air purifying respirator
- S. first aid kit, sunscreen, bug spray
- T. umbrellas
- U. steel-toed boots
- V. clothing (e.g. jackets, rain gear, etc.)

The above lists may not be all inclusive, and should include any item which the contractor expenses in its indirect accounts in accordance with its accounting system. Any additional equipment item that the contractor proposes to include as part of this Equipment/Supplies list which may be a benefit to the government, will be added to the list above.

### Emergency Response Vehicle

The contractor shall supply one emergency response and four additional vehicles for transportation purposes (one in Puerto Rico) to perform the PWS. Equipment in the emergency response vehicle shall include the following, at a minimum (items in **bold** shall require a sufficient quantity to cover 12 hours of response and all other items are of a quantity of one):

- A. portable generator-2000 watt minimum
- B. MultiRae Plus Multiple gas monitor (RAE Systems Inc.)-capable of monitoring gases such as LEL, O<sub>2</sub>, CO, H<sub>2</sub>S, C<sub>12</sub>, HCN, NH<sub>3</sub>, SO<sub>2</sub>, NO, etc. with a photo-ionization detector for volatile organic compounds (VOC)
- C. TVA-1000 Toxic Vapor Analyzer (Thermo Electron Instruments)
- D. Combination flame ionization and photo ionization detector (FID/PID)
- E. Ludlum Model 19 gamma radiation detector
- F. APD 2000 Chemical Warfare Agent Detector (Smiths Detection)
- G. handheld GPS
- H. safety equipment (e.g., portable eye wash, first aid kit, etc.)
- I. Explosion proof flashlights
- J. Field characterization kit and supplies (HazCat Kit or equivalent)
- K. **Personnel decontamination equipment (e.g. decon solutions, water, buckets and other equipment commonly used during entry into hazardous environments)**
- L. Small tools and supplies (e.g. commonly used (non-sparking) tools such as hammers, adjustable wrenches, hacksaw, screwdrivers, drum opener, etc.)
- M. digital still
- N. **All instrumentation shall include any calibration supplies and equipment needed to properly operate each unit**

### **B-3 MOBILIZATION**

The Government's intent is to allow a contract mobilization period of a minimum of thirty (30) calendar days from the contract award date. At the end of the 30 day mobilization period, the contractor shall be fully staffed, operational and ready to accept work from EPA. During the mobilization period, any ongoing work from the predecessor contract will be transitioned to this contract. The costs for mobilization shall be included in the CRT Fixed Price.

### **B-4 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**

The contractor may be required to supplement the CRT during times of peak workload in addition to providing the personnel listed in Attachment 2, Fixed Rate - Indefinite Delivery/Indefinite Quantity Labor **spreadsheet, which is incorporated into the contract**, for cross-over purposes during incidents of national significance.

The fixed rates entered on the "Fixed Rate – Indefinite Delivery/Indefinite Quantity Labor" spreadsheet in Attachment 2 "Price Schedule" shall represent the fully loaded rates to supply both Non-Level A and Level A supplemental support to the CRT. The fully loaded rate shall include all expenses, wages or salaries, labor costs, fringe benefits, overhead, training, background checks, drug testing, routine equipment and supplies, general and administrative expenses and profit for the Non-Level A and Level A personnel.

Non-Level A is defined as labor and equipment costs for personnel (exclusive of the CRT) who are conducting actions in accordance with the PWS and are not utilizing Level A PPE. Unless specified in the tasking document, drills and exercises are considered Non-Level A functions. Non-Level A labor begins at the time personnel are mobilized for a response action and ends upon the employee's return to the office. Any specific Task Order/Technical Direction Document level reporting required from the ID/IQ contractor personnel will be billed at the Non-Level A rate of the individual who prepares the report.

Level A labor is defined as labor and equipment costs for personnel who are conducting response actions utilizing Level A personnel protective equipment (PPE) as defined by 40 C.F.R. 1910.120. Level A labor is utilized when the highest level of protection for skin, eyes, and the respiratory system is required due to measured (or potential for) high concentration of hazardous atmospheric vapors, gases, or particulates at a specific area or site (i.e., hot zones).

The fixed rates for a Level A response shall also include all unique materials, protective gear and Level A training necessary for a Level A response.

Level A rates will not be paid for mobilization of Level A equipment or personnel slated to conduct Level A activities. Mobilization activities are considered to be Non-Level A. Level A Labor rates begins at the time of entry to the "hot-zone" and ends at the conclusion of Level A entry work.

If a fixed rate has been established for a labor category set forth in the schedule for the contractor or subcontractor, but the contractor or subcontractor decides to provide that labor category through a third-party subcontractor, reimbursement for that labor category shall be reimbursed at cost (including any applicable indirect rates) but will not, in any event, exceed the rate set forth in this contract for that labor category for the contractor or subcontractor, depending upon which entity (contractor or subcontractor) acquires the labor.

When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g., Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded fixed labor rate for a Junior Technician during the period of time he/she is performing these duties).

When an individual employee's normally assigned category of labor is at a rate lower than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g., Junior Technician performing the duties of a Senior Scientist shall be charged at the fixed labor rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.

In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the On-Scene Coordinator (OSC), EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

## **B-5 COST REIMBURSEMENT PORTION - OTHER DIRECT COSTS**

The cost reimbursement portion of the contract consists of Other Direct Costs that are separate and distinct from those items included in the fixed price or fixed rate portion of the contract or included in the contractor's indirect rates. Such efforts typically include, but are not limited to: subcontracting, travel and subsistence, equipment and specialized labor. The Government will compensate the contractor for incurred costs that are determined to be reasonable, allowable, and allocable. These costs will be treated in accordance with the clause entitled, "ALLOWABLE COST AND PAYMENT (FAR 52.216-7)." Such costs shall be charged in accordance with the Contractor's established and accepted accounting practices.

The Other Direct Costs will be funded at the task order level from the Other Direct Costs pool. The Other Direct Costs pools, exclusive of an applicable material handling charge, are established as follows:

Base Period:     \$                       
Award Term:     \$                     

### **A. TRAVEL**

1. (a) The Contractor shall utilize the following primary mobilization points for establishing travel-associated costs for personnel working in New York/New Jersey and Puerto Rico/U.S. Virgin Islands respectively:

Edison, NJ  
**Santurce, PR**

(b) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site; however, in no event shall the travel charges exceed what the charge would be if the employees were mobilized from the Contractor's primary mobilization point.

(c) In the event of a large scale response operation in which contractor employees are required to be deployed from geographic regions outside the EPA Region 2 area, the contractor mobilization point shall be the official duty station of the deployed employee.

2. Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) subpart 31.205-46, Travel Costs, and the Federal Travel Regulations (FTRs). Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in performance of this contract. Travel expenses are allowable for each employee required on-site if the work site is in excess of fifty (50) miles one way from the individual's place of employment or residence, whichever is less, and total work day (including travel time) exceeds 12 hours per day. The "50 miles in 12 hours" is the current stipulation for travel costs and may be superseded by later editions of the FAR and/or FTRs. The "50 miles in 12 hours" shall not be exceeded without the approval of the CO. The regulations in

effect at any given time govern travel costs under this contract. Travel expenses may include General and Administrative expenses to the extent that it is the Contractor's normal accounting practice to charge on such a basis. In the performance of necessary travel allocable to a particular task order, the Contractor shall use the least expensive means available to the extent consistent with the requirements of each response action. Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the OSC or authorized Contracting Officer Representative (COR). On occasions where an employee takes sick or vacation leave from an EPA site, the government will not pay any travel costs associated with the departing employee or for the employee designated as the replacement. Reimbursement of travel expenses by EPA will be consistent with the FTRs and subject to the following: Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the FTRs. NOTE: The FTRs include a daily ceiling amount that is not to be exceeded. Within the total "daily" amount, there are two separate ceilings (one for per diem and one for lodging) that also cannot be exceeded. For example, if a city has a daily total allowable travel amount listed at \$100.00--consisting of \$75.00 for lodging and \$25.00 for meals and incidental expenses (M&IE)--the allowable costs for lodging shall not exceed \$75.00 and the allowable costs for M&IE shall not exceed \$25.00. Documentation to support actual costs incurred shall be in accordance with the contractor's established practice; however, notwithstanding the contractor's policy, a receipt is required for all incidental travel expenditures in excess of \$75.00, including receipts for common carrier transportation expenditures and hotel receipts. Thus, lodging costs will be reimbursed by EPA for only actual costs incurred and paid by the contractor up to the ceiling established in the FTRs. The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the Contractor will be reimbursed for such PAYMENTS, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.

3. When an employee is required to travel in excess of fifty (50) miles one way from his/her residence or place of employment (whichever is less) to a site and return, such travel is considered work time for which reimbursement by the Government should be made at appropriate straight time rates. Reimbursement for travel time shall not be made by EPA if the contractor's employee(s) is/are not paid for travel time. Miles shall be measured in radial miles or actual miles as determined by the contracting officer.
4. For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.
5. Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees.
6. (a) Consistent with the expected duration of the site, the contractor shall ensure to the extent practicable that lodging is secured on "other than a daily rate basis" so that maximum quantity and term discounts are achieved.
  - (b) Further, on long-term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of greater than sixty days.
  - (c) Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

## B. EQUIPMENT

1. The Contractor shall be reimbursed for all incurred costs associated with equipment not accounted for in the contractor's fixed price, fixed rate or indirect costs under the contract. Such costs include transporting the equipment to and from the site but exclude operators and fuel, unless otherwise specified. All equipment must be provided in good working order. Routine maintenance and any repairs necessitated by

equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Thus, no charges shall be billed to the Government for repairs, maintenance or labor costs/hours performed on or off-site.

2. Equipment is not an allowable charge to the contract when it is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, repairs and time lost waiting for shipment for the convenience of the contractor.

3. All equipment usage must be pre-approved by the OSC. Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site at no additional cost to the Government.

## B. SPECIALIZED LABOR

1. For work performed under any Task Order that requires more effort than the labor categories identified in the contract, the contractor will be reimbursed in accordance with the section B.5 clause entitled "COST REIMBURSEMENT PORTION - OTHER DIRECT COSTS". The contractor shall notify the Contracting Officer Representative and Contracting Officer in advance of utilizing any specialized labor.

2. Costs for Specialized Labor are separate and distinct from the fixed rates. Allowable and allocable direct and indirect costs for Specialized Labor that have been authorized by the Contracting Officer in a Task Order (TO) and specified in a Technical Direction Document (TDD) may be paid on a cost reimbursement basis. Costs for Specialized labor will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)" and shall be charged in accordance with the Contractor's established and accepted accounting practices.

3. As appropriate, a ceiling shall be established in a TO and TDD for Specialized Labor for the current contract year and/or TO period of performance. Cumulative costs for Specialized Labor for the prime contractor and all team subcontractors in excess of the amounts established in the TO are not allowable as a charge to this contract without the prior written approval of the Contracting Officer.

4. Specialized Labor includes but is not limited to the following professional specialists who are not available for day to day operations:

- structural engineers
- compressed gas cylinder expert
- UXO (ordnance specialist)
- construction inspectors

## B-6 LOCAL CLAUSES EPA-B-32-101 LIMITATION OF FUNDS NOTICE

### FOR OTHER DIRECT COSTS PORTION

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \$ **(obligation of funds are at the task order level)** is allotted to cover estimated cost. The amount allotted for costs is estimated to cover the contractor's performance through **October 31, 2014**.

(b) When the contract is fully funded as specified, the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds

**See Task Order for Recapitulation of Funds Schedule.**

**CLIN 0004      July 1, 2014**

**B-7 LOCAL CLAUSES EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) As they become applicable, all Contract line items are incrementally funded. For these items, the sum of \$ of the total price is presently available for payment and allotted to this **task order**.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the **task order**. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the **task order** for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of **task order** performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of **task order** performance. The **task order** will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this **task order** and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the **task order** is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

**RECAPITULATION:**

**See Task Order for Recapitulation of Funds Schedule.**

**CLIN 0001      July 1, 2014      [REDACTED]**

**B-8 LOCAL CLAUSES EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$50,000 (exclusive of the Core Response Team). The amount of all orders shall not exceed [REDACTED] (exclusive of the Core Response Team).

**B-9 ADJUSTMENTS TO FIXED PRICE CONTRACT LINE ITEM NUMBERS (CLINS)**

The Government will be entitled to a prorated deduction in the Fixed Price for the Core Response Team if the full quantity of the 19 member CRT specified for that contract period are not provided by the contractor. A downward adjustment shall be made to the contract's fixed price portion if an employee of the CRT is not available for work assigned to the contractor due to attrition or a prolonged unforeseen absence (i.e. leave of absence, military service, post surgery recovery) during any month of the contract period. When a downward adjustment is due to the Government, a credit to the monthly fixed price shall be applied for each unavailable employee, commensurate with the hours of service not provided in the previous month. The credit shall be calculated by multiplying the fully loaded rate of the unavailable CRT member by the number of hours that were not provided during the period.

The contractor shall provide a fully loaded hourly rate for the 19 member CRT, for each year of the Base Period and Award Term, within 10 days of contract award.

**B-10 NEGOTIATION OF ADDITIONAL FIXED RATES**

From time to time, additional items may be added to the Section B Clause titled 'FIXED RATES FOR SERVICES – INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT'. If the Contractor identifies an additional labor category for inclusion in the clause for which development of a fixed rate applicable to an individual TO is appropriate, the Contractor must submit the request to the Contracting Officer in writing, with required supporting documentation.

**B-11 INCREASED CAPACITY POOL**

In the case of a catastrophic event (e.g. terrorist attack, man-made or natural disaster) which causes the contract capacity to be exceeded, a cost pool enabling additional contract effort shall be available. This increased capacity pool shall be 50 percent of the total maximum potential value of the fixed rate and cost reimbursement portions of the contract (exclusive of the increased capacity pool). The Government may require continued performance of any services within the limits and at the rates specified in the contract. The Increased Capacity Pool option may only be exercised once, by modification to the contract. Notification of the Government's intent to exercise the increased capacity pool option may only occur after 75% of the total contract value for the period is exceeded.

**SECTION C - Description/Specifications****C-1 LOCAL CLAUSES EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement (PWS) included in Attachment 1. Work will be ordered against the subject PWS through Contracting Officer issuance of Task Orders and Technical Direction Documents in accordance with the Section G clauses, ORDERING BY DESIGNATED ORDERING OFFICERS DEVIATION and TECHNICAL DIRECTION DOCUMENTS.

**C-2 LOCAL CLAUSES EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL**

Sections 1 through 5 of the Contractor's technical proposal entitled, Removal Support Team 3 Contract Technical Proposal, dated February 28, 2014 are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

**C-3 LOCAL CLAUSES EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN**

The Contractor shall adhere to the procedures set forth in its QA plan, dated **February 2014**, which is incorporated by reference.

**C-4 INCORPORATION OF CONTRACTOR'S PRICE PROPOSAL AND PLANS**

The Contractor's price proposal as revised on May 27, 2014 is incorporated by reference and costs presented in Attachment 2 are based on the cost proposal and the scope of work defined by the technical proposal volume and the plans volume.

The following plans submitted by the Contractor in response to the solicitation are incorporated by reference and made a part of this contract:

- (1) Quality Management Plan, dated February 2014
- (2) Organization's Health and Safety Plan, dated February 2014
- (3) Standard Emergency Response/Counter-terrorism Procedures, dated February 2014
- (4) Readiness Plan, dated May 2014
- (5) Conflict of Interest Plan, dated February 2014
- (6) Compensation Plan, dated February 2014
- (7) Individual Small Business Subcontracting Plan, dated February 28, 2014

**SECTION D - Packaging and Marking**

**No Section “D” Clauses are Applicable to this RFP**

## SECTION E - Inspection and Acceptance

### E-1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

### E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

(X)	Title	Number	Date	Tailoring
X	Specifications and Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2004	See Below
X	Policy and Program Requirements for the Mandatory Agency-Wide Quality System	CIO 2105.0 (formerly 5360.1 A2)	MAY 2000	See Below

As Authorized by this clause, the higher level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative (COR).

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at the follow websites:

<http://www.epa.gov/quality/>

#### A. Pre –Award Documentation:

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

(X)	Documentation	Specifications	Due
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [EPA/240/B-01/002, dated March 2001]	With Offer
X	Generic Programmatic Quality Assurance Project Plan	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [EPA/240/B-01/002, dated March 2001] , the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP)	With Offer

		<a href="http://www.epa.gov/fedfac/documents/qualityassurance.htm">http://www.epa.gov/fedfac/documents/qualityassurance.htm</a> and OSWER directives	
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This documentation will be prepared in accordance with (IAW) the specifications identified above or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-Award Documentation:**

The contractor must submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for Each Applicable Project not covered by the generic QAPP	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [EPA/240/B-01/003, dated March 2001]; the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP) <a href="http://www.epa.gov/fedfac/documents/qualityassurance.htm">http://www.epa.gov/fedfac/documents/qualityassurance.htm</a> , and OSWER directives.	As directed via Task Order or Technical Direction Document.
X	Project-Specific supplement to Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [EPA/240/B-01/003, dated March 2001], the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP), and OSWER directives.	As directed via Task Order or Technical Direction Document
X	Site Specific supplement to Quality Assurance Project Plan for each applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [EPA/240/B-01/003, dated March 2001], the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP), and OSWER directives.	As directed via Task Order or Technical Direction Document.
X	Contractor's Annual QA review	Contractor's approved QMP; Policy to Assure Competency of Laboratories, Field Sampling and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions [3/28/11 or most recent revision, available at <a href="http://www.epa.gov/fem/lab_comp.htm">http://www.epa.gov/fem/lab_comp.htm</a>	Annually 30 calendar days after contract anniversary date

This documentation will be prepared IAW the specifications identified above or equivalent specifications defined by EPA. The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the Government for approval. The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

## **SECTION F - Deliveries or Performance**

### **F-1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.242-15                      STOP-WORK ORDER. (AUG 1989)

### **F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 4. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

### **F-3 LOCAL CLAUSES EPA-F-12-101 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from **July 1, 2014** through **June 30, 2017**, exclusive of all required reports.

### **F-4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or technical direction document) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

### **F-5 ELECTRONIC DATA DELIVERABLE (EDD) REQUIRMENTS**

Region 2 has adopted the standardized electronic data deliverable (EDD) format in order to streamline the electronic submittal of environmental sampling data. The EDD format is required for all new and historic data submitted to the Region. The contractor shall provide electronic submittals of field sampling and laboratory analytical results, geologic data and well location data in accordance with Region 2's policies, guidelines, and formats.

### **F-6 LABORATORY ACCREDITATION/CERTIFICATION REQUIRMENTS**

All environmental and analytical laboratories used by the contractor under this contract must be currently certified or accredited for the matrices and analysis to be conducted. This certification or accreditation must be granted by one of the following accreditation programs: The National Environmental Laboratory Accreditation Program (NELAP); The American Associations for Laboratory Accreditation (AALA); another organization that accredits environmental data operations to an international consensus standard and is acceptable to the U. S. Environmental Protection Agency; or the subcontract laboratory is currently participating in the EPA Contract Laboratory Program. This certification or accreditation must be valid at the time of issuance of a task order or technical direction document and the subcontract laboratory must maintain it through the duration of the period of performance of the tasking document.

If the subcontract laboratory's certification or accreditation is suspended or revoked at any time during the period of performance, the contractor must notify the EPA Contracting Officer Representative immediately, in order to ensure that any potential effect on the performance of this task order or technical

direction document is promptly and properly resolved. If certification or accreditation is not available for a particular field of analysis, the contractor shall contact the Contracting Officer Representative prior to performing this analysis, to request acceptance of an alternative demonstration of laboratory qualification. The contractor shall also demonstrate the laboratory's maintenance of these qualifications periodically through the duration of the task order or technical direction document performance period, as requested by the Contracting Officer Representative.

**F-7 REPORT OF SUBSTITUTION OF FULLY DEDICATED CORE RESPONSE TEAM MEMBERS**

- (a) The contractor shall submit a monthly report that identifies any fully dedicated, fixed price CRT member that is unavailable to work on the contract. The contractor shall state the date(s) each individual became or will become unavailable to work on the contract.
- (b) The contractor shall notify the Contracting Officer and the Project Officer within two (2) calendar days after the occurrence of a substitution and provide information required by paragraph (c) below.
- (c) The contractor shall identify the name of the replacement, the position and the date the individual(s) became available to work on the contract or the date the individual(s) will be available to work on the contract. . All personnel shall meet the personnel qualification in Attachment 3; Personnel Qualifications.

## **SECTION G - Contract Administration Data**

### **G-1 ORDERING BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

#### **Region 2 warranted Contracting Officers**

In a catastrophic event, when the Contracting Officer is unavailable, the contractor may be directed to respond to an emergency by one of the warranted Region 2 On-Scene Coordinators listed at the following URL:

<http://www.epa.gov/oamsrpod/ersc/osc/OSC%20Warrant%20Database%201.14.13.pdf>

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

### **G-2 TECHNICAL DIRECTION DOCUMENTS**

(a) The Contractor shall perform work under this contract as specified in written Technical Direction Document (TDD) issued against task orders by the Contracting Officer (CO). The TDDs will be issued electronically via the EPA's Acquisition System (EAS), a web based system. All TDDs issued will be within the scope for the services specified in each TO, and will be in accordance with the fixed rates specified elsewhere in this contract.

(b) When warranted by an emergency, a TDD may be issued verbally under this contract. This verbal authorization may be made by a warranted OSC and/or the CO. The URL provided at G-1 "Ordering by Designated Ordering Officers" provides a list of the warranted Region 2 OSC's that are authorized to issue verbal TDD's. The Contractor shall begin work immediately upon receipt of a verbally issued TDD. A written TDD must then be issued within five (5) calendar days by the CO. The TDD shall indicate the date and time on which the TDD was verbally issued.

(c) If the purpose of a TDD is to revise efforts specified by a previous TDD, the TDD shall specifically reference the prior TDD and the effort being revised.

(d) The Contractor shall acknowledge receipt of each TDD by returning a signed copy of the TDD to the issuing official within two (2) business days after its receipt. If the Contractor considers the specified completion date or hours to be unreasonable or unrealistic for the required effort, the contractor shall notify the Contracting Officer's Representative/Contracting Officer before signing the TDD.

(e) For any TDD issued by the CO which requires preparation by the Contractor of a project work plan and cost estimate the TDD will outline the details for the submission of the project.

(f) Each work plan may/will include the following:

- (1) Numerical designation of the TDD issued
- (2) The estimated labor hours
- (3) Estimated dollar amount for approval
- (4) Source of funds as provided in the TDD (i.e., CERCLA, OPA, CEPP, other)
- (5) EPA 4 digit Site Identification Number (SSID)
- (6) Site name and address, city, county, and state
- (7) Overtime if applicable
- (8) Period of performance
- (9) Include the anticipated end product(s) and/or service
- (10) Interim deadlines, including completion dates for each specific effort
- (11) Comments
- (12) Signatures and dates
- (13) Descriptor (for Contractor use)
- (14) Distribution
- (15) Reference Statement of Work (SOW)
- (16) Conflict of Interest Search
- (17) Schedule of deliverables
- (18) Action Code

(g) Within 30 calendar days of completion of all tasks within a given TDD, the Contractor shall submit via email a final Acknowledgment of Completion (AOC) form to the Contracting Officer's Representative (COR) for approval. A copy of the AOC shall also be submitted to the Contracting Officer. AOCs shall include the following information:

- (1) Project Name
- (2) TDD Number and Last Amendment letter
- (3) Brief description of project
- (4) Response Type (e.g., preresidential, etc.)
- (5) Final authorized budgets including any amendments
- (6) Actual Incurred
- (7) COR Signature Line and Date
- (8) Authorized Contractor Signature and Date
- (9) Distribution
- (10) Action Code and POP

(h) The COR or any other technical representative of the CO, such as the OSC or authorized COR, does not have the authority to issue any TDD which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the contract period of performance; or, (5) changes any of the other express terms or conditions of the contract. Any request for deviation from the terms of this contract, issued hereunder, must be submitted to the CO for contractual action.

(i) The Contractor shall not make expenditures or incur obligations in the performance of the TDD which exceed the specified ceiling amount or completion date established in the TDD and its amendments except at the contractor's own risk. Any increase to the ceiling amount or extension of time must be authorized by the Contracting Officer.

(j) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(k) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

### **G-3 SITE SPECIFIC INVOICING INSTRUCTIONS**

The monthly and annual general requirements for site specific invoicing are contained in Attachment 6, Site Specific Invoicing Instructions.

### **G-4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) ALTERNATE 1 (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and two copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original to the Accounting Operations Office shown in Block #12 on the cover of the contract; one electronic copy to the Project Officer; and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G-5 LOCAL CLAUSES EPA-G-32-101 ADDITIONAL INVOICING INSTRUCTIONS – OIL REMOVAL ACTIVITIES**

(a) The contractor may be tasked to provide support to the EPA in carrying out oil removal activities in accordance with 33 U.S.C. 1321 Clean Water Act (CWA) or Federal Water Pollution Control Act (FWPCA), and under which the Agency may be entitled to access the Oil Spill Liability Trust Fund (OSLTF). In support of the EPA's effort to obtain cost reimbursement under such activities and the concomitant requirement to provide full and timely cost documentation, and when specifically authorized and tasked in writing by the Contracting Officer, and in addition to any other contract invoicing requirements (e.g., SUBMISSION OF INVOICES, INVOICE PREPARATION INSTRUCTIONS), the Contractor shall provide one (1) additional monthly invoice copy, with the following additional supporting documentation:

**Direct Labor (Fixed Rate)** - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice;

**Specialized Direct Labor (Cost Reimbursable)** - identify the number of hours, including employee names, labor categories, and the total loaded direct labor hours billed for the period in the invoice;

**Indirect Cost Rates (Cost Reimbursable)** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied;

**Subcontracts** - identify the major cost elements for each subcontract;

**Other Direct Costs** - provide a detailed explanation and receipt copies when the cost of any individual ODC item (e.g., photocopying, material, supplies, telephone usage) exceeds \$75.00, or an amount as may be established elsewhere in the contract (see also INVOICE PREPARATION INSTRUCTIONS);

**Contractor-Acquired Equipment** - for any item charged as a direct cost to the contract, identify by item the quantities, unit prices, and total dollars billed;

**Contractor-Acquired Software** - for any item charged as a direct cost to the contract, identify by item the quantities, unit prices, and total dollars billed;

**Travel** - provide a detailed explanation and receipt copies when the cost of any individual trip exceeds \$75.00, or an amount that may be established elsewhere in the contract (see also INVOICE PREPARATION INSTRUCTIONS); identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, daily per diem rates, and total dollars billed;

**Local Travel** - Detailed reporting is not required for local travel;

**Form 1900-55 (RCMS)** - Contractor Report (attach if applicable);

**Monthly Contractor Report** - attach if applicable; and

**Technical Direction Document** - attach if applicable

(b) The Contractor shall be responsible for clearly marking all information on invoices, receipts, or any other supporting documentation that it considers to be Confidential Business Information (CBI).

**NOTE:** Highlighting or boxing are acceptable marking techniques; watermarks are unacceptable.

(c) The Contractor shall submit all clearly marked information/documentation either electronically or by

US Mail to the Cincinnati Finance Center:

Electronic: CINWD\_OilSpill@epamail.epa.gov

U.S. Mail or Overnight: U.S. Environmental Protection Agency  
Attn: Accounts Receivable Branch, OIL TEAM  
26 West Martin Luther King Drive, MS-NWD2  
Cincinnati, Ohio 45268

#### **G-6 PAYMENTS FOR FIXED PRICE CLIN**

Monthly payments shall be allowed for the fixed price contract line item number (CLIN) for the Base Period and for the Award Term. **The annual fixed price CLIN amount shall be invoiced based on the contractor's financial accounting operating practice of eight 4-week months and four 5-week months such that a 4-week month will be invoiced at 4/52 of the annual fixed price and a 5-week month will be invoiced at 5/52 of the annual fixed price. The contractor shall invoice either for 4/52 or 5/52 of the yearly fixed price each month for the applicable fixed priced CLIN.**

The contractor shall submit an invoice for each of the task orders issued under the contract. The Core Response Team task order shall be invoiced as follows:

- (a) Cover page listing the totals invoiced for the month by monthly fixed price and other direct costs.
- (b) Costs incurred by the Core Response Team per individual Technical Direction Documents.

#### **G-7 PAYMENTS – FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000) DEVIATION**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.* (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall not withhold an amount due under this paragraph (a).

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials, other direct costs, and subcontracts.* (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) *Contracting Officer Notification.* For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) *Maximum amount.* The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to

reduction to the extent of amounts, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

#### **G-8 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.7051), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management  
401 M St., S.W.  
Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.8044) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

**Cost Center: Material Handling**  
**Period: For the life of the contract**  
**Rate: ■■■■**  
**Base: Other Direct Costs**

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

1. For any retroactive indirect cost rate adjustments (i.e. indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

2. For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost and Rate Negotiation Section.

3. For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

**Cost Center: Material Handling**  
**Period: For the life of the contract**  
**Rate: ■■■■**  
**Base: Other Direct Costs**

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G-9 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)**

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain postaward functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
- (5) In connection with Cost Accounting Standards:
  - (A) Determine the adequacy of the contractor's disclosure statements;
  - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
  - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
  - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.2303, 52.2304, and 52.2305.
- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.
- (b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the contracting officer upon execution.
- (c) The FACO for this contract is:

**Mr. Charles H. Gourdine**  
**EPA Headquarters**  
**William Jefferson Clinton Building**  
**1200 Pennsylvania Avenue, N.W.**  
**Washington, D.C. 20460**  
**Telephone: 202-564-4406**  
**E-mail: gourdine.charles@epa.gov**

**G-10 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)**

- (a) The Contractor shall assign to this contract the following key personnel:

[REDACTED] – Program Manager  
 [REDACTED] – Safety Officer  
 [REDACTED] – Chemist/QA/QC Specialist  
 [REDACTED] – Air Specialist  
 [REDACTED] – Geologist/Hydro-geologist  
 [REDACTED] – Information Technology Manager

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these

events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **G-11 LOCAL CLAUSES EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

##### **COR/Project Officer**

**Helen Eng**  
**U.S. Environmental Protection Agency**  
**290 Broadway, 18<sup>th</sup> Floor**  
**New York, NY 10007**  
**Telephone: 212-637-4348**  
**E-mail: eng.helen@epa.gov**

##### **Alternate (COR)/Project Officer**

**Shawna Hoppe**  
**U.S. Environmental Protection Agency**  
**2890 Woodbridge Avenue**  
**Building 205**  
**Edison, NJ 08837**  
**Telephone: 732-321-6652**  
**E-mail: hoppe.shawna@epa.gov**

Contracting Officials responsible for administering this contract are as follows:

**Jeannie Tung**  
**U.S. Environmental Protection Agency**  
**290 Broadway, 27<sup>th</sup> Floor**  
**New York, NY 10007**  
**Telephone: 212-637-3378**  
**E-mail: tung.jeannie@epa.gov**

#### **G-12 EPA 1552.245-70 GOVERNMENT PROPERTY (SEP 2009)**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The “EPA Contract Property Administration Requirements” provided below apply to this contract.

U.S. Environmental Protection Agency  
Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. *Contract Property Administration (CPAR)*

- a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.
- b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.
- c. *Disagreements.* Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. *Requests for Government Property.*

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245–1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

- a. In accordance with FAR 52.245–1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245–1.

6. *Inventories of Government Property.* The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. *Reports of Government Property.* EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

- d. For items comprising a system, which is defined as “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be received at EPA by the CPC by October 5th of each year.
- f. Distribution shall be as follows:  
  
Original to: CPC  
One copy: CO
- g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

- a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.
- b. Reporting.
  - (i) EPA. Government property shall be reported in accordance with FAR 52.245–1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245–1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arinet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: — “Note to CO: Reimbursement to the EPA Superfund is required.”
  - (ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).
- c. Disposition Instructions.
  - (i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.
  - (ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

- (iii) **Transfer.** When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.
- (iv) **Sale.** If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.
- (v) **Abandonment.** Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination.* In addition to the requirements of the — “Government Property” clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout.* The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

#### **Attachment 1**

*Required Data Element* —In addition to the requirements of FAR 52.245–1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

**G-13 EPA 1552.245-71 GOVERNMENT-FURNISHED DATA (SEP 2009)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the individual Task Orders.

**G-14 LOCAL CLAUSES EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR**

The property administrator for this contract is as follows:

**Tina Harrison**  
**US EPA Headquarters**  
**William Jefferson Clinton Building**  
**1200 Pennsylvania Avenue, N.W.**  
**Washington, DC 20460**  
**Telephone: 202-564-1095**  
**E-mail: Harrison.Tina@epa.gov**

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

## SECTION H - Special Contract Requirements

### **H-1 EPA 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (AUG 2000)**

- (a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.
- (b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.
- (c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H-2 1552-211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JAN 2012)**

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (*i.e.* delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility).* Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at [www.epa.gov/accessibility](http://www.epa.gov/accessibility).

(d) *Electronic access.* A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

### **H-3 EPA 1552.208-70 PRINTING (SEP 2012)**

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10¾ by 14¼ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10¾ by 14¼ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives<sup>1</sup>) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

Pursuant to the July 2008 guidance *Promotional Communications for EPA*, a thumb drive can be used as a promotional item, but it also must be an information medium in itself. Namely, it must have substantive EPA information already loaded into the drive. Due to its intrinsic material value, it may not be used simply or primarily to display an EPA message on the exterior of the drive.

(e) *Violations.* The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause.* The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

#### **H-4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working

days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

#### **H-5 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H-6 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING (APR 2004) ALTERNATE II (START) (APR 2004) DEVIATION**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to

compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the technical direction document and for a period of five (5) years after the completion of the technical direction document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) Any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide to EPA cleanup services (e.g., Emergency and Rapid Response Services (ERRS) contracts) within the Contractor's START (RST) assigned geographical area(s), either as a prime Contractor, subcontractor, or consultant.

(2) Unless an individual design for the site has been prepared by a third party, it will not provide to EPA as a prime contractor, subcontractor or consultant any remedial construction services at a site where it has performed or plans to perform START (RST) work. This clause will not preclude START contractors from performing construction management services under other EPA contracts.

(3) It will be ineligible for award of ERRS type activities contracts for sites within its respective START (RST) assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including

laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H-7 EPAAR 1552.216-77 AWARD TERM INCENTIVE (FEB 2008)**

(a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

(b) Period of performance. Provided the contractor has achieved the performance measures, i.e., 8 out of the 9 acceptable quality levels, as explained in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising one additional award term incentive period of 24 months. The total maximum period of performance under this contract, if the Government exercises any option periods and all award term incentive periods is five (5) years.

(c) Right not to grant or cancel the award term incentive. (1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if--

(i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period; or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

(2) When an award term incentive period is not granted or cancelled, any--

(i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or

termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) Award term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

#### **H-8 EPAAR 1552.216-78 AWARD TERM INCENTIVE PLAN (FEB 2008)**

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) Evaluation Period: Months 1 – 30

(c) Evaluation Schedule: Award Term decision to be finalized no later than month 34. Notification of intent to extend the period of performance to be issued no later than the end of month 34.

(d) In order to be eligible for the award term incentive period the contractor must achieve 8 out of the 9 acceptable quality levels (AQLs) for the evaluated tasks outlined in the Quality Assurance Surveillance Plan (QASP). Failure to achieve 8 out of the 9 AQLs, in the aggregate, for the Technical Direction Documents (TDDs) assessed in the evaluation period may render the contractor ineligible for the associated award term incentive period of this contract.

(e) The Quality Assurance Surveillance Plan (QASP), Attachment 8, shall be the instrument used to determine award term decisions. The contractor will be evaluated in accordance with the performance standards contained in the QASP.

#### **H-9 EPAAR 1552.216-79 AWARD TERM AVAILABILITY OF FUNDS (FEB 2008)**

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

#### **H-10 EPA 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H-11 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

#### **H-12 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

#### **H-13 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under

the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

#### **H-14 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

#### **H-15 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA). (APR 1996)**

**(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:**

**(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.**

**(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.**

**(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.**

**(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.**

**(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the**

**furnishing of CBI to the subcontractor.****H-16 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (DEC 1997)**

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

**H-17 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT  
CONFIDENTIAL BUSINESS INFORMATION (DEC 1997)**

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW, Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO

shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

**H-18 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;
- (4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);
- (5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;
- (6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;
- (7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;
- (8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;
- (9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and
- (10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H-19 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000)**

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

#### **H-20 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)**

(a) Definitions.

"Contracting officer technical representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

#### **H-21 EPAAR 1552.237-74 PUBLICITY (APR 1984)**

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

#### **H-22 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 *et seq.* applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H-23 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (5) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **H-24 CONTRACTOR PERFORMANCE MEETINGS**

The Government will schedule an annual meeting at the EPA Regional 2, Edison NJ office to discuss contractor performance and contract management issues. The annual meeting shall be attended by the Contractor's Program Manager and any contractor personnel that the contractor deems necessary. NOTE: The Government reserves the right to initiate intermittent performance/contract management meetings as situations warrant during performance of the contract. This will be coordinated by the Contracting Officer Representative and shall require attendance by the Contractor. These meetings shall be included in the CRT fixed price.

#### **H-25 LOCAL CLAUSES EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES**

(a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 "Audit and Records - Negotiation (JUN 1999)," wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

(b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).

(d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.

(f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

## **H-26 LOCAL CLAUSES EPA-H-07-101 PUBLIC COMMUNICATION**

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

## **H-27 LOCAL CLAUSES EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST**

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts of interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

## **H-28 LOCAL CLAUSES EPA-H-09-102 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS**

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the Contractor who will forward them to the Contracting Officer. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also address whether:
  - (a) The work to be performed involves matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied?
  - (b) The work involves searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation?
  - (c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the company as a subcontractor and by the prime contractor.
2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).
  - (a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.
  - (b) If the site is known by several different names, list each of those names.
3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?
4. What is the estimated dollar amount and period of performance of this future contracting effort?
5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

## H-29 ORDERING WORK

Work will be ordered via Task Orders (TO) and Technical Direction Documents (TDDs). TOs will be issued for the Core Response Team and for supplemental support of the Core Response Team in any of the following major categories of the Performance Work Statement:

- Response Activities
- Preparedness and Prevention Activities
- Assessment/Inspection Activities
- Technical Support Activities
- Data Management Support
- Training

Other TOs will be issued as the need arises (i.e., specialized labor, large scale response to natural disasters).

Specific details for individual assignments may be issued under each TO via a TDD. The TDD will specify the site, deliverables and due dates, and period of performance in accordance with the requirements of the TDD clause.

### EMERGENCY RESPONSE

During an emergency response, the contractor shall only assign qualified personnel, experienced in working in all levels of protection as defined in 29 CFR 1910.120.

When warranted by an emergency, a TDD may be issued verbally by the CO or if the emergency occurs after normal business hours by any warranted Region 2 OSC as designated in this contract. The contractor shall begin work immediately upon receipt of a verbally-issued TDD. A written TDD must then be issued by the CO within five (5) calendar days, indicating the date and time on which verbal authorization was given.

The contractor shall provide written acceptance of the written TDD via FedConnect. If the Contractor considers the conditions and/or specified completion date or hours to be unreasonable or unrealistic for the required effort, the contractor shall notify the CO prior to accepting the written TDD.

In performing any task in the Performance Work Statement, the contractor shall not substitute personnel working on another site or assignment to the emergency response without notification to the On-Scene Coordinator or the Contracting Officer Representative. It is the responsibility of the contractor to provide the substituted personnel with all of the site information necessary to complete any work in progress without delays. Key Personnel must also adhere to the additional requirements identified in Clause G-10 "Key Personnel".

### WORK PLANS AT THE TASK ORDER AND TECHNICAL DIRECTION DOCUMENT LEVEL

The contractor may be required to submit a work plan describing how a project is to be accomplished under a TO or TDD. When required, the contractor's work plan shall include, but may not be limited to, the following elements: a proposed staffing plan, estimated travel, subcontracts and other direct costs necessary to complete the assignment. The work plan shall be submitted to the Contracting Officer Representative and On-Scene Coordinator by the due date established in the TDD. Work shall not begin until the work plan has been approved by the Contracting Officer or the EPA official in accordance with the section G clause entitled "ORDERING-BY DESIGNATED ORDERING OFFICERS". The negotiated costs shall serve as a ceiling amount for the TDD and shall not be exceeded without the prior written authorization of the Contracting Officer. Any costs beyond the ceiling or completion dates will be disallowed for payment, without the prior written authorization of the Contracting Officer.

### **H-30 LOCAL CLAUSES EPA-H-09-105 TECHNICAL DIRECTION DOCUMENT CONFLICT OF INTEREST NOTIFICATION**

Within 20 days of receipt of the Technical Direction Document (TDD), the Contractor shall provide the Contracting Officer (CO) with a conflict of interest (COI) certification. Where TDDs are issued for work on or directly related to a site, the Contractor is only required to provide a COI certification for the first TDD issued for that site. For all subsequent work on the site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional COI certifications are required.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three (3) years immediately prior to the receipt of the TDD. In the COI certification, the Contractor must certify, to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the CO or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TDD or relating to this TDD, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TDD or other work relating to this site.

### **H-31 LOCAL CLAUSES EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION**

If specified in the Task Order the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

### **H-32 LOCAL CLAUSES EPA-H-09-109 EPA REGIONAL CROSSOVER**

(a) In the event of the Contractor's actual or potential conflict of interest in conducting a specific task, or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept task orders or similar tasking documents for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in this contract. If services to be performed in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Contracting Officer at the time of the placement of the task order or other tasking document

**H-33 LOCAL CLAUSES EPA-H-11-101 HEALTH AND SAFETY**

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the Contracting Officer Representative or On-Scene Coordinator has the authority to review and establish the minimum standards of safety for all individuals on-site at any time.

In performance of work under this contract the contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

The contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, state, and minimum standards as specified by the Project Officer. The required level of protection may be specified by the On-Scene Coordinator (OSC) or Authorized Contracting Officer Representative (COR), and shall be followed by the contractor. The OSC's or Authorized COR's determination of the required level of protection at all times shall not be subject to the "Dispute" clause of this contract.

Rather, if the contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC or Authorized COR, and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC or Authorized COR directive pertaining to health and safety.

When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall be submitted to the OSC or Authorized COR for review and approval prior to commencing work. Upon receipt of the OSC's or Authorized COR approval, the contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC or Authorized COR. If a site safety plan is provided by the Government, the contractor agrees to follow such plan unless objections are made known to the OSC or Authorized COR within twenty-four (24) hours (or less if specified in the Task Order) of its submission to the contractor. In any event, commencement of cleanup services without notification to the OSC or Authorized COR of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

**H-34 LOCAL CLAUSES EPA-H-11-103 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT**

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under the contract. The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION clauses in this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to

assert in any action by the Government under CERCLA.

### **H-35 LOCAL CLAUSES EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

### **H-36 LOCAL CLAUSES EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES**

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

### **H-37 LOCAL CLAUSES EPA-H-25-101 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS**

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract in another country (i.e. Mexico), including licensing requirements, transportation, etc.. The contractor may be subject to international laws and/or the laws of the country which work is being performed.

### **H-38 DATA**

(a) The Contractor hereby agrees to deliver to the Contracting Officer's Representative, within sixty (60) calendar days after the completion of the task order period of performance the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Business Information."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data--General", which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled

“Disputes” set forth in the Contract Clauses of this contract.

(4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled “Additional Data Requirements”.

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled “Additional Data Requirements”, the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractor and personnel performance ratings and evaluations.

(2) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

### **H-39 LOCAL CLAUSES EPA-H-27-102 CONFIDENTIALITY OF INFORMATION**

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

### **H-40 LOCAL CLAUSES EPA-H-28-101 INTERNATIONAL INSURANCE**

The contractor is responsible for obtaining all insurance requirements for efforts on either side of the U.S./Mexico border and/or any other international border. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the U.S./Mexico or any other international border through a government-approved carrier (government of the country for which work is being performed).

### **H-41 LOCAL CLAUSES EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS**

As described in FAR 52.228-7, *Insurance--Liability to Third Persons*, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability- \$1,000,000  
Comprehensive general liability- \$1,000,000  
Comprehensive automobile liability- \$1,000,000

### **H-42 LOCAL CLAUSES EPA-H-28-103 SUBMISSION OF 3RD PARTY INSURANCE CERTIFICATES**

Within 15 days after contract award, the contractor shall submit copies of their insurance certificates for the coverage identified in the section "H" clause entitled, "INSURANCE - LIABILITY TO THIRD PERSONS (FAR 52.228-7)(MAR 1996)". Certificates will be evaluated on an acceptable or not acceptable basis by the Contracting Officer.

**H-43 LOCAL CLAUSES EPA-H-31-102 FINAL RECONCILIATION OF COSTS**

Upon completion of the last contract period and resolution of the final annual incurred cost submission, or upon Contracting Officer request, the Contractor will be required to:

(a) Submit to the EPA Contracting Officer a Final Cumulative Claim and Reconciliation, by task order if requested by contracting officer. This submission will be compared to the results of the resolved annual incurred cost submissions and a "Final Invoice" will be submitted with payment due to or by the Contractor in accordance with paragraph (e) of the Section G Clause "PAYMENTS--FIXED-RATE SERVICES CONTRACT" (EPAAR 1552.232-73).

(b) Execute a "release statement" and a "refund statement" in accordance with paragraphs (f) and (g) of the Clause "PAYMENTS--FIXED-RATE SERVICES CONTRACT" which will be incorporated into the contract closeout modification.

**H-44 LOCAL CLAUSES EPA-H-31-105 APPROVAL OF TRAINING**

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer. The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

- (1) Individual to be trained [FILL IN#1 Identify position and job duties under contract].
- (2) Description of circumstances necessitating the training. [FILL IN#2 Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement of Work and job duties under the contract].
- (3) Estimated cost [FILL IN#3 Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements].

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

**H-45 LOCAL CLAUSES EPA-H-37-101 EXPERT TESTIMONY**

On occasion, the Government may have the need for expert and non-expert testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and shall, if necessary, be an expert in the field. The

testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If the effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

#### **H-46 LOCAL CLAUSES EPA-H-42-101 ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS**

(a) The contractor shall submit an annual allocation report. The purpose of this report is to allocate all payments made by the EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the accounting year. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks required of the contractor for non-site-specific work.

(b) The contractor shall refer to Attachment **11** of the contract, entitled "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for instructions for completing the annual allocation report requirements. This Attachment also provides a detailed explanation of the allocation process and methodology.

(c) Submissions required of the contractor shall be sent to the following address:

Program Costing Staff  
Office of Financial Management  
U. S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Ronald Reagan Building, MC 2733R  
Washington, DC 20460

(d) Questions regarding any Annual Allocation requirements should be referred to the Program Costing Staff at (202) 564-3145.

#### **H-47 LOCAL CLAUSES EPA-H-44-102 IDENTIFICATION OF SUBCONTRACTORS**

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding FAR clause 52.244-2, Alt. I, of this contract entitled "Subcontracts", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

[REDACTED]

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in writing by the Contracting Officer in advance of the substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts."

#### **H-48 LOCAL CLAUSES EP-H-45-101 RIGHTS OF WAY LAND EASEMENT**

The government, with assistance and cooperation from the contractor, as needed, shall obtain necessary rights of way, land easements, and any other land agreements necessary to fulfill the requirements of this contract.

#### **H-49 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS)**

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 190055, Daily Cost Summary Reports when required during performance of this contract. Use of RCMS for all Removal and Oil Fund Access Task Orders and TDDs may be required on a case by case basis as specified by TDD. All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.

- (b) - Minimum System requirements are:
- Windows 2000 or higher
  - Pentium Processor
  - 50 MB free disk space 256 MB RAM
  - CD/RW Drive
  - Printer

(c) The EPA will provide the contractor with RCMS software, which is a PC based software package. Initial contractor training on the use of this system will be provided by the EPA if necessary, however the contractor is required to train new staff replacements.

(d) The cost of this system shall not be reimbursable as a direct cost under this contract.

(e) 1900-55s shall be prepared in accordance with the guide found in Attachment 9.

#### **H-50 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORTING REQUIREMENTS**

(1) SCRIBE software is designed to be used for the management (including, but not limited to sample collection, tracking, review, site visualization, and decision making) of all project information including all field and laboratory data.

(a) The contractor shall use SCRIBE software to manage the sample collection, documentation, and submission of all relevant reports for Emergency Responses, Removal Site Evaluations, Time-Critical Removal, and Non-Time Critical Removal Actions. The COR may mandate use of Portable Digital Assistant (PDA) technology, using SCRIBLETs software, in implementing SCRIBE.

(b) Current versions of the SCRIBE and SCRIBLETs software can be found at:  
<http://www.epaossc.org/Scribe>.

(2) Procedures and instructions on the development and submission of electronic traffic reports are available on the Office of Superfund Remediation and Technology Innovation's (OSRTI) Contract Laboratory Program (CLP) web page at:  
<http://www.epa.gov/superfund/programs/clp/download/sampler/CLPSamp-01-2011.pdf> and on the SCRIBE website referenced above.

(c) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using SCRIBE. SCRIBE has a CLP option that should be used for all projects in which samples are sent to CLP laboratories. This will require setting up a label template to print the specified information. Setting up the label template should be a one time set-up and would only require changes if the regional guidance is updated. Site names and/or locations shall not be provided to CLP or non-CLP laboratories, to avoid any real or perceived conflict-of-interest with a laboratory analyzing US EPA samples.

(d) In case of catastrophic equipment failure, such as a computer or printer failure, hardcopy COC Forms (not generated by SCRIBE) shall be used by the contractor, but this should be a rare occurrence. Hardcopy COC Forms for use in case of catastrophic equipment failure are available at:

<http://www.epa.gov/superfund/programs/clp/trcoc.htm>

(e) TR/COCs must be submitted electronically, to the CLP's Sample Management Office (SMO) within 24 hours after each days sampling. Submissions must be made through "Submit Chain of Custody" application on the SMO portal. Registration to the portal is required. The portal can be found at: <https://epasmoweb.fedcsc.com/saml-idp/login>.

(3) Staged Electronic Data Deliverable (SEDD) is designed to provide a uniform electronic format for submission of analytical data from laboratories. Automated Data Review (ADR) software is a program designed to electronically review analytical data received in the SEDD format.

(a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the laboratory shall report data using the SEDD format. The minimum requirement for the laboratory is the delivery of a SEDD Stage 2a deliverable. Electronic deliverables meeting SEDD Stage 2b and Stage 3 requirements are also acceptable and encouraged. Data from microbiological, physical, and bio assay tests are not required to be delivered in the SEDD format.

(b) Once the electronic data files have been received from the laboratory, the contractor must electronically review the files using qualified personnel to meet project data quality requirements using the US Army Corps of Engineers Automated Data Review (ADR) software or equivalent. The ADR software shall be provided by US EPA to the contractor. The original electronic data (in the SEDD format), specifications for data review, and results of the automated data review shall be provided to US EPA upon request.

(c) In emergency response situations where rapid transmittal of initial analytical data is required, the data may be delivered directly to US EPA. The initial data shall be followed by data delivered in the SEDD format from the laboratory, with contractor review, using the ADR software or equivalent.

(d) Information on SEDD can be obtained at: <http://www.epa.gov/superfund/programs/clp/sedd.htm>

(4) US EPA also mandates that all analytical services used by Superfund be reported to the Analytical Services Tracking System (ANSETS).

(a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the contractor shall report these analytical services used for non-CLP work to ANSETS. Non-CLP sampling data is generated by a contractor or subcontractor at mobile and/or in-house laboratories. Requirements for field screening are determined by the Regions. Waste profile data is exempt from this requirement.

(b) Contractors shall submit the ANSETS data to the Regional Sample Control Center (RSCC) Regional on a quarterly basis. The Regions then batch the ANSETS data and submit it to OSRTI on a quarterly basis as requested ANSETS information shall be submitted to RSCC via the ANSETS tracking form.

(5) The contractor shall provide the necessary equipment (e.g., laptops, portable printers, "SCRIBE-compatible" PDAs (i.e. Palm OS at present, but Pocket PC devices in the future) and internet browser software (e.g., Internet Explorer) necessary to support these systems. US EPA will provide SCRIBE, SCRIBLETs, and ADR software, as well as the ANSETS reporting and SEDD format requirements to the

contractor.

(6) Exceptions to these requirements shall only be waived by the Contracting Officer.

## SECTION I - Contract Clauses

### I-1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.202-1	DEFINITIONS ( <b>NOV 2013</b> )
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES ( <b>MAY 2014</b> )
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES ( <b>MAY 2014</b> )
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY ( <b>MAY 2014</b> )
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY ( <b>MAY 2014</b> )
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
<b>FAR 52.203-17</b>	<b>CONTRACTOR EMPLOYEE WHISTEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</b>
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS ( <b>JUL 2013</b> )
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT ( <b>AUG 2013</b> )
FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
FAR 52.210-1	MARKET RESEARCH (APR 2011)
FAR 52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
FAR 52.215-15	PENSION ADJUSTMENT AND ASSET REVERSIONS (OCT 2010)
<b>FAR 52.215-17</b>	<b>WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)</b>
FAR 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
FAR 52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS ALTERNATE IV (OCT 2010)
FAR 52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
FAR 52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (JUN <b>2013</b> )
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS ( <b>MAY 2014</b> )
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE II (OCT 2001)
FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
FAR 52-222-3	CONVICT LABOR (JUN 2003)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  
 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)  
 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)  
 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)  
 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)  
 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)  
 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)  
 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (**AUG 2013**)  
 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) \   
 FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)  
 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)  
 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)  
 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)  
 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)  
 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)  
 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)  
 FAR 52.227-14 RIGHTS IN DATA--GENERAL (**MAY 2014**)  
 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)  
 FAR 52.229-1 STATE AND LOCAL TAXES (APR 1984)  
 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)  
 FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY **2014**)  
 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)  
 FAR 52.232-1 PAYMENTS (APR 1984)  
 FAR 52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOURS CONTRACTS (AUG 2012)  
 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)  
 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)  
 FAR 52.232-11 EXTRAS (APR 1984)  
 FAR 52.232-17 INTEREST (**MAY 2014**)  
 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)  
 FAR 52.232-23 ASSIGNMENT OF CLAIMS (**MAY 2014**)  
 FAR 52.232-25 PROMPT PAYMENT (JUL 2013)  
 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)  
 FAR 52.233-1 DISPUTES (**MAY 2014**)  
 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)  
 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)  
 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
 FAR 52.242-13 BANKRUPTCY (JUL 1995)  
 FAR 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)  
 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)  
 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (**MAY 2014**)  
 FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)  
 FAR 52.245-9 USE AND CHARGES (APR 2012)  
 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)  
 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)  
 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)  
 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

## **I-2 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
  - (i) Government personnel and authorized users performing business on behalf of the Government; or
  - (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
  - (i) Past performance reviews required by subpart [42.15](#);
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

## **I-3 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the contract end date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order

in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I-4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the micro purchase threshold, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the contract maximum amount;

(2) Any order for a combination of items in excess of the contract maximum amount; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I-5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

#### **I-6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

**I-7 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)**

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and byproducts recovered or diverted from solid waste, but the term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Patricia Bassette-Wolz, Environmental POC, (202) 564-3195  
Bassettewoltz.patricia@epamail.epa.gov

**I-8 FAR 52.244-2 SUBCONTRACTS (OCT 2010)**

(a) *Definitions.* As used in this clause -

*Approved purchasing system means* a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

*Consent to subcontract means* the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract means* any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National

Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- **Any cost-plus fixed fee subcontract**
- **Any fixed price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract, whichever is less.**

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any

subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**Scientific & Environmental Associates, Inc. (SEA)**  
**Avatar**  
**Environmental Compliance Consultants**  
**On-Site Environmental**  
**Sovereign**

#### **I-9 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>  
<http://www.acquisition.gov/far/>

#### **I-10 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**SECTION J - List of Documents, Exhibits and Other Attachments****J-1 LOCAL CLAUSES EPA-J-52-101 LIST OF ATTACHMENTS**

<b>Attachment Number</b>	<b>Attachment Title</b>
1	Performance Work Statement
2	Price Schedule
3	Personnel Qualifications
4	Reports of Work
5	Invoice Preparation Instructions
6	Site Specific Invoicing Instructions
7	Green Remediation & Environmentally Preferable Practices
8	Quality Assurance Surveillance Plan (QASP)
9	Guide for RCMS Preparation
10	EPA Owned Equipment
<b>11</b>	<b>Instructions for Performing the Annual Allocation of Non-Site Specific Costs</b>